IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.3597 OF 2005

Surya Apartmetns CHS Ltd. ... Petitioner

V/s.

Dhanraj Hemraj Hinduja & Ors. ... Respondents

Mr.O.Menezes for Petitioner

CORAM: **S.A.BOBDE, J.**

DATED: **JUNE 15, 2005**

P.C.:

. The Petitioner-Society has challenged the order of the Maharashtra State Cooperative Appellate Court permitting the disputants to amend their dispute. In the original dispute, the Respondents inter alia sought a declaration as follows:

> 11(b) it be declared that the act of the Opponent Society in collecting 4% of the consideration amount as extra amenities and repairs fund is illegal, void ab-initio

2. The Society had made a statement in the receipt issued, as under:

> "...the monies were collected not as transfer charges, but for payment towards extra-amenities and repairs fund."

3. By the impugned order, the respondents have been allowed inter alia to make the following amendment in prayer clause (b):

> V In para 11, prayer clause (b) after the words "of the consideration amount" and before the words "as extra amenities," the following words may be added "at the time of recording the transfer of the shares and the flat".

4. Mr.Menezis contended mainly that this amendment changes the substratum and the nature of the dispute. The contention does not appear to be correct since all that is being done by the amendment is that the time when the charges are being collected is being specified, namely, at the time of the recording the transfer of the shares and the flat. The essential dispute remains the same, namely, the legality of the act of the society in collecting 4% of the consideration amount as extra amenities and repairs fund. In the circumstances, there is no reason to interfere with the impugned order. The Petitioner shall be at liberty to file additional written statement as may be advised.

5. Writ Petition is disposed off accordingly.